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1989-1992 HUDSON COUNTY JUDICIAL EMPLOYEES' COLLECTIVE AGREEMENT

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## ARTICLE I - AGREEMENT

This Agreement, made this *8th* day of *September*, 1990, between the Assignment Judge of Hudson County and Communications Workers of America, AFL-CIO, representing Hudson County Judicial Employees, hereinafter referred to as the "Union."

Now therefore, the parties hereby mutually agree as follows:

## ARTICLE II - RECOGNITION

The Assignment Judge recognizes Communications Workers of America as the sole and exclusive majority representative for collective negotiations concerning terms and conditions of employment for all administrative clerical employees, investigators and senior investigators employed by the Judiciary in the Hudson County Vicinage.

Excluded are Judiciary employees in other collective negotiation units, managerial executives, professional employees, confidential employees, probation officers, casual employees, police and supervisors within the meaning of the New Jersey Employer/Employee Relations Act and policies of the Judiciary.

## ARTICLE III - SALARIES

### Section 1

The minimum salaries of all classifications in this unit shall be increased by six percent (6%) effective July 1, 1989, an additional six percent (6%) effective July 1, 1990 and an additional six percent (6%) effective July 1, 1991.

### Section 2

Employees in Levels A-E shall receive salaries in accordance with the Salary Schedules attached hereto and made a part hereof.

- a. The attached Salary Schedule A includes a listing of employees hired prior to July 1, 1989 and having a salary below certain minimum standards. These employees shall receive a June 30, 1989 adjustment and then a six percent (6%) increase on July 1, 1989 and an additional six percent (6%) increase on July 1, 1990 and an additional six percent (6%) increase on July 1, 1991.
- b. The attached Salary Schedule B includes a listing of employees who will be promoted as of October 1, 1990. These employees shall receive a six percent (6%) on July 1, 1989, an additional six percent (6%) increase on July 1, 1990, a five percent (5%) promotional increase on October 1, 1990 and an additional six percent (6%) increase on July 1, 1991.

- c. The attached Salary Schedule C includes a listing of employees who will receive a six percent (6%) increase plus a judicial adjustment of three hundred dollars (\$300) on July 1, 1989, an additional increase of six percent (6%) on July 1, 1990 and an additional increase of six percent (6%) on July 1, 1991.
- d. The attached Salary Schedule D contains a listing of employees, hired after July 1, 1989, who will receive an increase of six percent (6%) on their six month rate effective as of their date of hire, an additional six percent (6%) on July 1, 1990 and an additional six percent (6%) on July 1, 1991.
- e. The attached Salary Schedule E contains a listing of Probation Investigators. Those investigators hired prior to July 1, 1989 shall receive an increase of six percent (6%) plus six hundred dollars (\$600) on July 1, 1989, six percent (6%) plus six hundred dollars (\$600) on July 1, 1990, and six percent (6%) plus six hundred dollars on July 1, 1991.

Investigators hired after July 1, 1989 shall receive a six percent (6%) increase effective as of their date of hire, an additional six percent (6%) increase plus six hundred dollars (\$600) on July 1, 1990 and an additional six percent (6%) plus six hundred dollars (\$600) increase on July 1, 1991.

- f. The attached Salary Schedule F contains a listing of Senior Probation Investigators. Those Senior Investigators hired prior to July 1, 1989 shall receive an increase of six percent (6%) plus eight hundred fifty dollars (\$850) on July 1, 1989, six percent (6%) plus eight hundred fifty dollars (\$850) on July 1, 1990, and six percent (6%) plus eight hundred fifty dollars (\$850) on July 1, 1991.

Senior Investigators hired after July 1, 1989 shall receive a six percent (6%) increase effective as of their date of hire, an additional six percent (6%) increase plus eight hundred fifty dollars (\$850) on July 1, 1990 and an additional six percent (6%) increase plus eight hundred fifty dollars (\$850) on July 1, 1991.

Senior Investigators hired after July 1, 1990 shall receive a six percent (6%) increase effective as of their date of hire and an additional six percent (6%) increase plus eight hundred fifty dollars (\$850) on July 1, 1991.

### Section 3

Employees who left this negotiations unit due to death, retirement or promotion shall receive retroactivity in accordance with six percent (6%) salary increases on July 1, 1989 and July 1, 1990.

## ARTICLE IV - LONGEVITY

Employees in this unit shall receive longevity payments as are granted to Hudson County employees generally. Currently, those payments are as follows:

5 years to 10 years service - \$200 annually  
10 years to 15 years service - \$400 annually  
15 years to 20 years service - \$600 annually  
20 years to 25 years service - \$800 annually  
25 years or more - \$1,000 annually

If, during the period covered by this Agreement, the County grants to its employees generally any increase in longevity payments, such increase shall simultaneously be awarded to employees in this unit.

## ARTICLE V - PROMOTIONAL INCREASE

Section 1

An employee promoted by the New Jersey Department of Personnel certification or provisional appointment shall have his/her base salary increased by five percent (5%) or shall receive the minimum salary for the new position, whichever is greater.

Section 2

Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees, for a two-week period before the vacancy is filled.

## ARTICLE VI - HOLIDAYS

Section 1

Employees in this unit shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....New Year's Day  
3rd Monday in January.....Martin Luther King's Birthday  
February 12th.....Lincoln's Birthday  
3rd Monday in February.....Washington's Birthday  
Last Monday in May.....Memorial Day  
July 4th.....Independence Day  
1st Monday in September.....Labor Day  
2nd Monday in October.....Columbus Day  
November 11th.....Armistice or Veteran's Day  
4th Thursday in November.....Thanksgiving Day  
December 25th.....Christmas Day  
Good Friday and Election Day

Section 2

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE VII - HEALTH AND WELFARE

Section 1

Employees in this unit shall continue to be provided with all current levels of health and welfare benefits granted to Hudson County employees generally. The benefits include, but are not limited to the following:

1. Standard Hospital and Medical Insurance Plan
2. Prescription Drug Program
3. Basic Dental Program
4. Life Insurance Policy (\$5,000)
5. A Disability Program as provided to employees of Hudson County
6. Medical coverage for employees who retire after twenty-five (25) years of service credited in a State or locally administered retirement system.

Section 2

If, during the term of this Agreement, the county grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, and such benefits were not a subject of negotiations for this Agreement, the Assignment Judge may grant such benefit to unit members or shall reopen this matter for further negotiation.

ARTICLE VIII - SICK LEAVE

Section 1

Each employee shall receive sick leave credits on the basis of one (1) working day per month up to the end of the first year and fifteen (15) working days for each calendar year thereafter. Sick days not taken by an employee in any one year shall then accumulate from year to year without limit.

Section 2

Upon retirement each employee shall receive the equivalent of one (1) day's pay for each three (3) days of accumulated and unused sick leave up to a maximum of \$3,000. Effective for retirements occurring after January 1, 1990, the maximum shall be increased to \$5,000. If the County offers its employees generally a change in the terms of this benefit, the same terms shall be afforded members of the unit.

Section 3

After the first calendar year of employment, each employee shall be credited with fifteen (15) days sick leave on January 1 of each year in anticipation of continued employment throughout each calendar year.  
(N.J.A.C. 4A:6-1.3(a))

ARTICLE IX - VACATION LEAVE

Section 1

Employees who were employed by the Judiciary prior to January 1, 1979, shall receive vacation credits in accordance with the following schedule:

After 1 year.....15 days  
Beginning with the 16th year.....20 days  
Beginning with the 31st year.....25 days

Section 2

Employees hired on or after January 1, 1979 shall receive vacation credits in accordance with the following schedule:

During first year.....1 day per month  
  
Beginning with the 2nd calendar year  
through the 5th year.....12 days  
  
Beginning with the 6th calendar year  
through the 15th year.....15 days  
  
Beginning with the 16th calendar year  
through the 30th year.....20 days  
  
Beginning with the 31st calendar year  
and thereafter.....25 days

Section 3

Effective January 1, 1990, employees employed by the Hudson County Judiciary for more than twenty-five (25) consecutive years shall receive vacation credits in accordance with the following schedule:

25 years - 25 days  
26 years - 26 days  
27 years - 27 days  
28 years - 28 days  
29 years - 29 days  
30 years or more - 30 days

ARTICLE IX - VACATION LEAVE (continued)

Section 4

An employee may use accrued vacation time as an emergency vacation when the employee and supervisor agree it is necessary.

Section 5

Vacation schedules shall be established taking into account the wishes of the employees and the needs of the Judiciary. Where there is a conflict in choice of vacation time among employees, seniority shall prevail.

Section 6

An employee shall be paid his/her vacation pay before starting his/her vacation, provided such request for pay is made thirty (30) days in advance.

Section 7

Vacation leave must be taken in the calendar year in which it is earned. Vacation leave not taken in that calendar year is forfeited. The only exception to this policy is if the written vacation request is denied, in writing, by a Department Director for business reasons and cannot be rescheduled for that year. In such cases, the vacation denied may be carried over to the next succeeding calendar year, but must be scheduled and used in the next year or it is forfeited.

ARTICLE X - BEREAVEMENT LEAVE

Section 1

Three (3) days leave with pay shall be allowed when a death occurs in an employee's immediate family. Immediate family includes mother, father, husband, wife, son, daughter, sister, brother, aunt, uncle, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

Section 2

Matters of special circumstances involving proper identification of the immediate family or involving an extension of time with or without pay shall be at the sole discretion of the Judiciary.

ARTICLE XI - JURY DUTY

Should an employee be obligated to serve as a juror, he/she shall receive full pay from the Employer for all time spent on jury duty. Any remuneration received by the employee from the courts for serving as a juror shall be assigned to the Employer.



ARTICLE XII - PREGNANCY DISABILITY/CHILDBIRTH/ADOPTION LEAVE

Section 1

An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Department Head may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

Section 2

An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy disability purposes, but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

Section 3

An employee, upon request, will be eligible for unpaid childbirth/adoption leave. Such leave will be granted for a period not to exceed twelve (12) months.

Section 4

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay or to accrue sick leave time.

ARTICLE XIII - MILITARY LEAVE

Section 1

A permanent or temporary employee who is a member of the Naval Militia or of a Reserve component of any of the Armed Forces of the United States or the National Guard and who is ordered to undergo required annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period. Such leave shall be in addition to regular vacation leave provided the employee presents the official notice from his/her Commanding Officer and a copy of his/her Orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through the National Guard, Naval Militia or Reserve component, the Employer shall consider the request for such leave. Upon receiving reasonable notice from the New Jersey Department of Defense or the employee's respective reserve component that said employee has made application for such training and also providing said leave of absence will not unduly interfere with the operation of the employee's department, it may be granted.

Section 2

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay or to accrue sick leave time.

ARTICLE XIV - DISABILITY BENEFITS

The Employer shall continue to cover employees with the New Jersey Disability Compensation Plan, for which the employee and the Employer are required to make equal payments.

ARTICLE XV - SENIORITY

Seniority (i.e., time in service in the Judiciary from the date of hire) shall be used to determine the choice and scheduling of vacation periods provided such consideration does not disrupt the operations of the Judiciary.

ARTICLE XVI - HOURS OF EMPLOYMENT

Section 1

The workday for all employees in this unit hired prior to July 1, 1991 shall consist of six (6) hours excluding lunch.

Section 2

The workday for all employees in this unit hired on or after July 1, 1991 shall consist of seven (7) hours excluding lunch.

Section 3

The current practice of rest periods shall continue for employees in this unit. However, in no case shall there be less than a fifteen (15) minute rest period in the morning for those employees not in a courtroom setting.

ARTICLE XVII - OVERTIME

Section 1

The Judiciary of Hudson County shall continue to comply with all rules and regulations of the Fair Labor Standards Act.

Section 2

The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, sick leave days, personal days, compensatory days.

Section 3

The Employer may offer compensatory time in lieu of pay. The employee shall then have the option of either compensatory time or pay.

Section 4

If an employee is assigned to work on a holiday (Article VI), then the employee shall be paid one and one-half (1½) his/her regular pay and shall also receive a compensatory day at his/her regular rate of pay.

Section 5

Overtime shall be distributed equitably within seniority on a rotational basis among the employees available in the classification and functional unit in which the overtime occurs, (e.g., Family Division-three units are juvenile, domestic and intake), provided the overtime task is within the scope of the employee's normal duties.

Section 6

Overtime compensation shall be paid as per present practice in the Judiciary.

ARTICLE XVIII - CLOTHING ALLOWANCE

Section 1

As per present practice, courtroom attire for court aides, including jackets, slacks and shirts, shall continue to be supplied by the Hudson County Judiciary.

Section 2

As determined by the Judiciary, replacement attire for court aides shall continue to be supplied by the Employer.

ARTICLE XIX - LEAVE OF ABSENCE DUE TO JOB-RELATED INJURY

Section 1

Any employee covered by this Agreement who is disabled because of a job-related injury or disease shall be granted a leave of absence. Such leave shall be granted with full pay, with reduced pay or with full pay for a certain period, and reduced pay thereafter, at the sole discretion of the Judiciary.

Section 2

Such leave may be granted for up to one (1) year from the date of injury or illness, and shall be based on medical or other proof of the injury or illness, and the continuing disability of the employee.

### Section 3

Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of the worker's compensation award under the New Jersey Worker's Compensation Act for temporary disability.

## ARTICLE XX - DUES CHECK-OFF

### Section 1

Upon receipt of a written authorization from an employee who has completed thirty (30) days of employment, the employer shall, pursuant to such authorization, deduct from the wages due said employee, and remit to CWA, Local 1044, c/o Secretary-Treasurer, 107 High Street, P. O., Box 723, Mount Holly, New Jersey 08060 by the fifteenth (15th) day of the month following the month such deductions are made.

### Section 2

1. The County and the Judiciary shall be relieved from making such "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work, (d) an agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c), and (d) above, upon the return of an employee to work from any of the foregoing enumerated absences, the County and the Judiciary will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Section 1.

2. When an employee transfers from one department or location, but remains in the same certified negotiations unit, he/she shall continue to be covered by the same dues check-off authorization of the Union, and not be required to sign another authorization card.

3. The County and the Judiciary shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

### Section 3

It is specifically agreed that the County and the Judiciary assume no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the County and the Judiciary harmless from any claims, actions or proceedings by an employee, arising from dues deductions by the County and the Judiciary. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4

The employer agrees to furnish the Union, each month, with the names of newly hired employees, their addresses, social security numbers, work classifications, dates of hire and the names of terminated employees, together with their dates of termination, and names of employees on leave of absence.

ARTICLE XXI - UNION RIGHTS

Section 1

The Union President, or other authorized representative, will have access to the premises under the jurisdiction of the Judiciary and its offices during working hours provided such access does not interfere with the orderly operations of the employer. Said representative will give reasonable notice to the Trial Court Administrator or his/her designee of his/her intent to visit the offices.

Upon reasonable notice and approval of the Trial Court Administrator or his/her designee, the Union may hold meetings on the premises and shall have the opportunity to meet and consult with employees covered by this Agreement in the building before the start of the work shift, during lunch or breaks, or after completion of the work shift. Such requests shall not be unreasonably denied.

Section 2

The Union shall be granted an aggregate of twenty-five (25) paid and fifteen (15) unpaid days leave time per annum to attend to Union business. In no event shall an employee be granted an aggregate to exceed five (5) days annually whether paid or unpaid except upon approval of the Trial Court Administrator. Requests for such leave shall be made one week in advance. If less than one week written notice is given, the leave may be denied. Exceptions to the week notice will be considered by the Trial Court Administrator.

Section 3

The Union may distribute literature to members of the Bargaining Unit on the premises, so long as it is not disruptive of Judicial business.

Section 4

The Judiciary will provide space on centrally located bulletin boards, which will be for the exclusive use of the Union. No materials will be posted which contain profane or obscene language or which are defamatory of the Judiciary or its representatives and employees.

## ARTICLE XXII - MANAGEMENT RIGHTS

Section 1

The Judiciary retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Statutes and Constitutions of the State of New Jersey and of the United States of America, applicable court decisions, rules and policies promulgated by the Supreme Court of New Jersey under its rule making authority, and directives of the Administrative Office of the Courts and the Assignment Judge.

Section 2

Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.

## ARTICLE XXIII - NON-DISCRIMINATION

The Judiciary and the Union agree that there shall be no discrimination on the basis of sex, age, nationality, race, religion, physical handicap that does not interfere with the functions of the job, marital status, sexual orientation, political affiliation or non-affiliation, union membership or non-membership and legal union activities.

It is understood that the limitation on political activity (Court Rule 1:17-1) shall be complied with by all parties to this Agreement.

## ARTICLE XXIV - DISCIPLINE

Section 1

Members of this unit who have been in the employ of the Hudson County Judiciary for a period of one hundred twenty (120) days or longer shall be subject to discipline and discharge for just cause only. Minor discipline shall be progressive in nature and corrective in intent.

Section 2

Grievances involving discipline shall begin at Step 2 of the grievance procedure.

Section 3

The Hudson County Judiciary shall continue to comply with the rules and regulations of the New Jersey Department of Personnel regarding discipline.

#### Section 4

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension.

#### ARTICLE XXV - GRIEVANCE PROCEDURE

The parties agree that a grievance is a claimed breach, misinterpretation or improper application of the terms of this Agreement, or a claimed violation, misinterpretation or misapplication of rules or regulations, existing policy, agreements, administrative decisions, or laws applicable to the department. Any grievance or dispute which arises between an employee and employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise specified, refer to working days and not calendar days.

##### Step 1

The grievance shall first be taken to the employee's supervisor designated for grievance handling within fifteen (15) days from the date upon which the grievant or the Union should reasonably have known that an alleged violation had occurred, or within fifteen (15) days of the date of the occurrence. The supervisor shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days, if possible. The time limit in this step may be extended by mutual consent.

##### Step 2

If not resolved at Step 1, the grievance shall be submitted to the Department Head with a copy to the Trial Court Administrator within fifteen (15) days of the receipt of the response to Step 1 above. The Department Head shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. In the case of absence of the Department Head, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit may be extended by mutual consent.

##### Step 3

If the aggrieved employee is not satisfied with the decision of the Department Head, he/she may request within fifteen (15) days of the receipt of the response to Step 2 above, to utilize one of the following two (2) options:

- (a) The employee may appeal to the New Jersey Department of Personnel under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case, or

- (b) The employee may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and rendered with reasonable promptness. The Judge may designate any Court employee or a representative who is not an employee of the Court, to hear and make recommendations to him for disposition.

It is understood in the above process, Steps 1 through 3, that aggrieved employees may be represented by a representative designated by the Union.

It is also understood that a grievant or aggrieved employee can be the Union.

Witnesses may be called during grievance meetings and/or hearings.

The Union has the right to be present at all grievance hearings to make its position known.

All grievances and complaints that are related to judicial policy and/or authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:33-4, and any other applicable Statute or Court Rule, shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member the Union designated to represent him or her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

## ARTICLE XXVI - HEALTH AND SAFETY

### Section 1

The Employer shall at all times maintain safe and healthful working conditions.

### Section 2

There shall be established a county-wide Health and Safety Committee. The Judiciary and the Union shall each designate a Safety Committee member and one (1) alternate. The members or their alternates shall meet periodically, as necessary, to review conditions in general and to make recommendations to either or both parties when appropriate.



### Section 3

Employees who operate video display terminals and who are pregnant may request reassignment. If a reassignment is unavailable the employee may be given other duties during the workday, based upon availability of work and employee's ability to perform the work.

## ARTICLE XXVII - ANNUAL SICK LEAVE BONUS

### Section 1

Effective July 1, 1989 and retroactive to that date, an annual sick leave bonus shall be implemented.

### Section 2

The sum of one hundred dollars (\$100), less taxes, shall be paid to each employee on the last regular pay date in December who has used five (5) days or less sick days during the preceding twelve (12) month period including December. To be eligible for this bonus, an employee must be on the payroll prior to January 1 of the year in which the bonus is paid.

## ARTICLE XXVIII - PERSONAL DAYS

### Section 1

Effective upon execution of this Agreement, each employee shall be entitled to one (1) paid personal day per full calendar year worked.

### Section 2

Effective January 1, 1991, each employee shall be entitled to two (2) paid personal days per full calendar year worked.

### Section 3

Requests for personal days shall be made in writing by the employee to his/her immediate supervisor at least twenty-four (24) hours in advance of the date(s) requested. Approval by the supervisor shall be in writing prior to the requested date(s). In the event of an emergency, approval may be granted on shorter notice.

### Section 4

Employees hired after the execution of this Agreement must be in the employ of the Hudson County Judiciary for one (1) year before being entitled to paid personal days.

### Section 5

Personal days must be used within the calendar year in which such days are earned unless denied by management. Personal days shall not accrue from year to year.

**ARTICLE XXIX - INSURANCE REVIEW**

There shall be established a county-wide Insurance Review Committee. The Union shall designate one (1) member and one (1) alternate to this committee, the purpose of which shall be to review the possibility of future health and medical insurance changes.

**ARTICLE XXX - POLICY ON NEW JERSEY DEPARTMENT OF PERSONNEL**

The administrative and procedural provisions and controls of the New Jersey Department of Personnel and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court Rules and Policies governing administration of the Courts.

**ARTICLE XXXI - SEVERABILITY**

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts), conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the term(s) so severed.

**ARTICLE XXXII - CONCLUSIVENESS OF AGREEMENT**

This Agreement constitutes the final and complete understanding between the parties on all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

**ARTICLE XXXIII - DURATION OF AGREEMENT****Section 1**

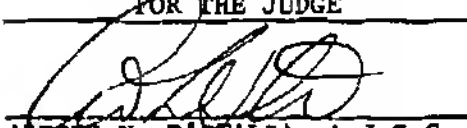
Unless otherwise provided in this Agreement, the provisions of this Agreement shall be retroactive to July 1, 1989, and shall remain in full force and effect until June 30, 1992. By mutual concurrence of the parties, they may be continued for an additional time period.

**Section 2**

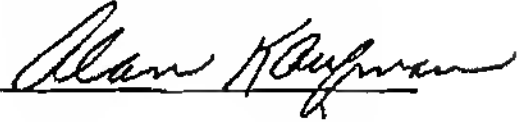
A written notice to terminate or modify this Agreement is required to be given at least sixty (60) days prior to June 30, 1992.

In witness to this Agreement, the parties to it have affixed their  
signatures this *8<sup>th</sup>* day of *November*, 1990.

FOR THE JUDGE

  
ARTHUR N. D'ITALIA, A.J.S.C.

FOR THE UNION



**BOARD OF CHOSEN FREEHOLDERS  
ADMINISTRATION BUILDING  
595 NEWARK AVENUE  
JERSEY CITY, N.J. 07306**

ATTACH  
TO CWA  
CONTRACT

**MEMORANDUM**

November 13, 1990

**TO:** Lawrence Henderson, Division Chief, Division of Personnel  
**FROM:** Daniel T. Sansone, Clerk, Board of Chosen Freeholders  
**SUBJECT:** Resolution No. 661-11-1990

Enclosed, you will find certified copy of resolution adopted by this  
Board on November 8, 1990 entitled:

Resolution approving Collective Bargaining Agreement with  
Hudson County Judicial Employees for 1989-1992

BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF HUDSON

STATE OF NEW JERSEY

---

I, Daniel T. Sansone, Clerk of the Board of Chosen Freeholders of the County of Hudson, do hereby certify that the annexed is a true copy of a Resolution, passed at a ...regular..... meeting of the Board of Chosen Freeholders held on the...8th..... day of ..November..... 1990

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the County of Hudson this .....13th..... day of ..... November..... 1990



.....  
Clerk of the Board of Chosen Freeholders  
of the County of Hudson

# COUNTY OF HUDSON

## RESOLUTION

No. 661-11-1990

On Motion of Freeholder Cifelli  
Seconded by Freeholder Ascolese

### RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT WITH HUDSON COUNTY JUDICIAL EMPLOYEES FOR 1989- 1992

WHEREAS, County Executive Robert C. Janiszewski has negotiated a Collective Bargaining Agreement with Hudson County Judicial Employees' Collective Agreement for the period 1989 - 1992.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The aforesaid Agreement which is reflected in a memorandum on file in the Office of the Clerk to this Board, is hereby approved and ratified.
3. This resolution shall take effect immediately.

APPROVED  
County Counsel  
LEGAL FORM

RECORD OF VOTE									
FREEHOLDER	AYE	NAY	ABS	AST	EXC.	FREEHOLDER	AYE	NAY	ABS
ASCOLESE						BRAKER			